

**LABOR AGREEMENT**

**Between**

**SHERBURNE COUNTY**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
MINNESOTA COUNCIL 65**

**ASSISTANT COUNTY ATTORNEY UNIT**

**TERM**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

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ARTICLE 1  
PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between Sherburne County, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, hereafter called the Union.

It is the intent and purpose of this Agreement to:

- a) Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- b) Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- c) Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

For the purposes of this Agreement, the term Employer is defined as the County Board of Sherburne County, the Sherburne County Attorney, or designated representatives authorized to act on their behalf with respect to matters arising under this Agreement.

ARTICLE 2  
RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.09 for employees of the Sherburne County bargaining unit identified by the Bureau of Mediation Services certification of exclusive representative dated February 14, 2003 Case #03-PCE-693 and described as: all Assistant County Attorneys employed by Sherburne County, Elk River, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The Employer agrees not to enter into any agreements with members of the bargaining unit, either individually or collectively, which in any way conflict with the terms and conditions set forth in this agreement, except through the certified representative.
- 2.4 The Union recognizes the labor relations representative designated by the

Employer as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding upon the Employer unless the signatures of the Employer's designated labor relations representative, as well as the County Board Chair and the County Attorney, are affixed thereon.

- 2.5 The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against members of this bargaining unit because of race, color, national origin, creed, religion, sex, sexual orientation, age, marital status, or because of a disability with respect to a position the duties of which can be performed adequately by an individual with such a disability, without adversely affecting the health or safety of the disabled person or others.
- 2.6 The Employer and the Union agree that the "Policy Prohibiting Harassment, Offensive Conduct and Violence", attached as Appendix C, shall apply to this group.

ARTICLE 3  
DEFINITIONS

- 3.1 UNION: American Federation of State, County and Municipal Employees, Minnesota Council 65.
- 3.2 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Minnesota Council 65.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Sherburne County Attorney's Office.
- 3.5 EMPLOYER: The County of Sherburne.
- 3.6 FULL TIME EMPLOYEE: An employee filling a position in the bargaining unit based on a forty (40) hour workweek.
- 3.7 PART TIME EMPLOYEE: An employee filling a position in the bargaining unit based on a workweek of less than forty (40) hours.
- 3.8 LAYOFF: Reduction in hours or elimination of a position due to lack of work or funds.
- 3.9 OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE 4  
EMPLOYER SECURITY: NO STRIKE PROVISION

- 4.1 In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that during the life of this Agreement the Union, its officers and agents, and any of the employees covered by this Agreement will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer during the term of this Agreement. Any or all employees who violate the provisions of this Article will be subject to discharge or other discipline, as appropriate.

ARTICLE 5  
EMPLOYER AUTHORITY

- 5.1 The Union recognizes the right of the Employer to operate, manage and direct its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, including County Personnel Policies and Work Rules. In case of conflict, the authority of the Employer as prescribed by law and regulations shall supersede and take precedence over any provision of this Agreement. The Employer has the sole authority to determine the purpose and mission of the Employer, the standards of service offered the public and the amount of budget allocated, thereto. The Employer retains all prerogatives and authority not specifically abridged, delegated or modified by this Agreement including the right to perform inherent managerial functions as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.
- 5.2 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work normally done by employees covered by this Agreement.

ARTICLE 6  
UNION SECURITY

- 6.1 The Employer shall deduct from wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues and union-related payroll deductions. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for the

posting of Union notices and announcements.

- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7  
EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 UNION REPRESENTATIVE

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union Representatives. The union will limit bargaining unit representatives to one per grievance.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Chief Deputy County Attorney who will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and

appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provisions or provision of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union to the County Attorney and discussed. The County Attorney shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union steward within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union to the Human Resources Director, who shall arrange a meeting within fifteen (15) calendar days between the respective Employer and Union representatives to discuss the grievance. The Human Resources Director shall give the Union the Employer's answer within ten (10) calendar days after the respective representatives have met. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the Rules and Regulations as established by the Bureau of Mediation Services.

The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Union representatives. The arbitrator shall notify the employee, the Union representative and the Employer of his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either Party desires a verbatim record of the proceedings, the cost shall be shared equally.

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and

decide only the specific issue(s) submitted, in writing, by the Employer and the employee Union, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The Decision shall be binding upon both the Employer and the Union and shall be based solely upon the express terms of this Agreement and on the facts of the grievance presented.

If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provision of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

7.5 CHOICE OF REMEDY

It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be considered grievances under this agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure(s). Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

ARTICLE 8  
SAVINGS CLAUSE

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Sherburne, Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9  
SENIORITY

9.1 Seniority shall be determined by the employee's length of continuous full time or part-time employment (based on the total number of compensated hours of service) in a permanent position classification within the department and covered by this Agreement. For employees promoted to positions outside the bargaining



unit, seniority shall be frozen and the probation period shall not constitute a break in continuous employment, for purposes of this Agreement.

- 9.2 A seniority list shall be maintained on the basis of compensated service time in a classification and total time in a permanent position classification. The seniority list shall be given to the AFSCME Local President for distribution to union members. The seniority list shall be deemed correct thirty (30) days after distribution to union members unless an employee has raised a question regarding the time indicated thereon.
- 9.3 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. A probationary employee shall receive written notice of discharge. Discharge of a probationary employee is not grievable or appealable and the Grievance Procedure contained in this Agreement shall not apply.
- 9.4 The probation period on initial employment or rehire shall be one calendar year. Unpaid leave of absence of 40 hours or more shall extend the probation period by the length of the unpaid leave of absence.
- 9.5 Employees promoted to supervisory positions within the department shall retain seniority for six (6) months following the date of promotion. Seniority status shall not be gained if the probation period is not satisfactorily completed. Seniority shall date back to the initial date of employment to a permanent position once the probationary period has been successfully completed.

ARTICLE 10  
LAYOFF AND RECALL

- 10.1 The Employer in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:
  - a. Probationary employees (this includes those employees serving the initial one-year equivalent probation period after hire, including any probation extension; but does not include those employees serving a promotion probationary period after completion of the initial probation).
  - b. New hires since execution of this agreement by date of hire (last hired is first laid off).
  - c. Jennifer Clements 11/1/21
  - d. Elisabeth Spilde 7/26/21
  - e. Nathan Benusa 11/13/18
  - f. Hans Larson 9/4/18

g.	George Kennedy	6/26/17
h.	Roger Fellows	11/28/16
i.	Dan Rehlander	2/26/2014
j.	Timothy Sime	5/24/2010
k.	Dawn Nyhus	2/13/2008
l.	Jennifer Pim	12/18/2006
m.	Tracy Harris	3/6/2006
n.	Erin O'Toole-Tomczik	6/24/2002
o.	Victoria Powell	2/12/2001
p.	Leah Emmans	11/17/1997

10.2 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

10.3 The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing or required to be recalled to said classification.

10.4 Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Employer of his/her intention to return within three (3) days after receiving notice of recall.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

## ARTICLE 11 DISCIPLINE

11.1 The Employer shall discipline employees for just cause only. Discipline shall be in one of the following forms. The Employer holds the philosophy of progressive discipline where appropriate, but reserves the right to impose any disciplinary measure depending on the circumstances including severity of the conduct or omission, and past record of the employee.

a. Oral reprimand

- b. Written reprimand
- c. Suspension
- e. Discharge

- 11.2 Suspensions and discharges will be in written form.
- 11.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 11.5 Grievances relating to this Article and involving suspension, demotion or discharge shall be initiated by the Union in Step 2 of the Grievance Procedure under Article VII.

ARTICLE 12  
CONSTITUTIONAL PROTECTION

- 12.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States or of the State of Minnesota.

ARTICLE 13  
WORK SCHEDULES

- 13.1 A normal work year shall consist of two thousand eighty (2,080) hours including assigned work, training and authorized leave time.
- 13.2 Employees shall be expected to work the necessary hours per day within reason, to adequately perform their required duties and responsibilities in a satisfactory manner.
- 13.3 It is understood that the normal workweek shall consist of forty (40) hours, with Saturday and Sunday normally not considered to be a part of the workweek, however, nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 13.4 Flexible working hours shall be authorized at the discretion of the County Attorney or Chief Deputy County Attorney.
- 13.5 Employees are classified as professional employees and are exempt under the

Federal Fair Labor Standards Act and shall not receive premium pay for hours over forty (40) per week.

13.6 It is recognized that balancing of work hours is appropriate for employees due to extraordinary work demands such as: Trial preparation; brief drafting; work performed while on call; night meetings; caseload coverage for others; and other work demands out of the ordinary. In these instances and with supervisory approval, employees may balance hours of work in subsequent work days or payroll periods, provided such time management system does not result in additional monetary payment nor guarantee hour for hour time balancing. Supervisory approval shall not be unreasonably withheld.

13.7 The employee assigned to on-call duty outside business hours shall be provided with the ability to balance that responsibility by taking three hours off the normal work schedule during the following work week or before the end of the next bi-weekly pay period. Such time balancing shall occur in a manner that does not compromise job responsibilities. If more than three hours is actually spent on the on-call responsibilities outside business hours in any week, than the time balancing shall be increased to the actual, documented, on-call work time.

ARTICLE 14  
PAID TIME OFF PLAN

14.1 Policy: It is the policy of Sherburne County to provide paid time away from work to eligible employees. This policy is implemented by means of the Paid Time Off (PTO) Plan.

PTO can be utilized for any purpose, subject only to necessary request and approval procedures consistent with department policy and this labor agreement.

14.2 PTO benefits shall be earned in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>
0 through 4 years	168 hours (21 days)
Beginning 5 through 9 years	192 hours (24 days)
Beginning 10 through 14 years	216 hours (27 days)
Beginning 15 through 19 years	240 hours (30 days)
20+ years	264 hours (33 days)

Part-time employees regularly scheduled to work 20 hours or more per week shall accrue PTO on a pro-rated basis according to the above applicable schedule.

When the employee’s length of service reaches the next higher rate of accrual,

accrual at the new rate shall begin on the first day of the pay period following the date of eligibility.

PTO shall not accrue during a period of unpaid leave of absence of 40 hours or more except it shall continue to accrue during an approved medical leave covered by workers compensation or short term disability insurance.

- 14.3 Use of PTO: PTO may be used subsequent to being earned in increments of not less than 15 minutes.

Non-emergency use must be requested in advance per departmental policies. Emergency use may require documentation of the emergency. Non-scheduled PTO requests may be denied. Failure to follow departmental policies regarding advance approval or appropriate emergency use of PTO will subject the employee to disciplinary action consistent with this Agreement.

Probationary employees may use PTO to the extent it is earned. However, PTO does not vest until after six months.

Maximum carry over of PTO from one year to the next is seven hundred (700) hours.

- 14.4 Medical Certification: A doctor's certificate stating the nature and duration of an illness or injury and verifying that the employee is unable to perform the duties and responsibilities of the employee's position due to that illness or injury may be required at the discretion of the supervisor before the use of emergency PTO is approved. A statement attesting to the employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work.

- 14.5 Annual Cash-Out or Conversion Option: Employees may cash-out or convert to the County's deferred compensation program (subject to maximum deferral regulations of the IRS) up to 20% of their PTO balance not to exceed 100 hours each year provided that they have used a minimum of 30% of their annual accrual during the current calendar year.

Conversion to cash or deferred compensation shall occur in December of each calendar year with the specific dates to be determined by payroll each year.

Payroll will notify employees by November 1 of each year as to the dates and methods of requesting the annual cash-out or conversion which will be included with a regular payroll and will not be paid in a separate check. The cash out shall be at the employee's regular rate of pay as of December 31<sup>st</sup> of that year.

"Regular rate" for the purpose of this policy is the employee's straight time rate not including any overtime, shift differential added to certain hours worked, out of

class adjustment, or any other additions to regular pay.

- 14.6 Termination Benefits: A thirty (30) day resignation notice is required to resign in good standing for employees hired after January 1, 2019. Employees hired prior to January 1, 2019 shall give notice at least fourteen (14) days before leaving to resign in good standing. Upon termination of employment with Sherburne County in good standing and with the minimum resignation notice, employees are entitled to payment of 100% of unused accrued PTO at the employees' regular current rate of pay. Payment may be issued as cash or to any of the county's approved deferred compensation plans, subject to maximum deferral regulations.

The resignation notice requirement may be waived only if approved by both the Human Resources Director and County Attorney. Termination pay, PTO or extended sick leave bank cannot be used to extend the employee's date of termination beyond the last scheduled working day.

- 14.7 Extended Sick Leave Bank: Employees hired before December 31, 2001 may have accrued unused regular or deferred sick leave hours placed in an Extended Sick Leave Bank as of January 1, 2002. This account may be used for future illness or disability under the guidelines in use 12/31/01 for the use of sick leave. Absence due to illness, disability or injury may be taken from the ESLB or from the PTO Plan, at the employee's choice, however, the supervisor may require acceptable medical verification that the absence qualified under the sick leave requirements before approving use of ESLB time.

Upon termination of employment, employees are entitled to payment of 25% of their unused Extended Sick Leave Bank up to a maximum of 200 hours paid at the wage rate in effect at termination.

- 14.8 Unpaid leaves may be approved according to the provisions in Chapter 7 of the Sherburne County Personnel Rules and Policies or applicable provisions of this labor agreement. An employee who is taking an unpaid leave of absence must use all ESLB hours (if the reason for the leave is a qualifying reason for sick leave) before any unpaid leave may be granted.

Before any unpaid leave will be granted all accrued PTO hours must be used, except as follows:

- (a) While on FMLA qualifying leave, the employee has the discretion to retain a maximum of sixty (60) hours of PTO; and
- (b) If an unpaid leave has been approved by the County Attorney and it immediately follows an FMLA qualifying leave, then the supervisor may approve a request by the employee to retain a maximum of sixty (60) hours of PTO.

- 14.9. *Leave Transfer Eligibility:* Employees may transfer accrued PTO from the

account of one employee to the account of another employee only if all the following circumstances are met.

- 1) The employee is unable to work for one or more of the following reasons:
  - a) The employee is unable to work due to a catastrophic medical event affecting themselves, spouse, child or parent.
  - b) The death of a spouse, child or parent.
- 2) The employee has exhausted, or it is apparent will soon exhaust, all of their own paid leave time to include PTO, ESLB and CT.
- 3) The employee is eligible to use PTO.
- 4) If receiving short term disability or workers compensation payments, the employee may receive only enough donated time so that the STD or WC payments plus the paid leave do not exceed normal pay.

*Notification:* To be eligible to receive donated leave, an employee must complete a request form and submit it to the Human Resources Director for approval. The employee may request that the decision of the Human Resources Director be reviewed by the County Administrator. The decision of the County Administrator shall be final. The request form shall provide the reason for the work absence, the expected duration of the absence and state that solicitation for donations is approved. The request form must also specifically state what information can be provided to other employees in order to solicit donations. A signed authorization to release private data must be included with the form. The donated leave will be considered wages of the employee receiving the donation.

Exercise of the PTO Leave Transfer Policy shall not establish a precedent or practice and shall not be subject to the grievance procedure. The County reserves the right to determine eligibility for PTO transfers on a case-by case basis.

*Leave Donations:* Employees who wish to donate leave will do so under the following conditions:

1. A written request to donate leave must be made to the Human Resources Department on forms designated by the Human Resources Department for that purpose. The name of the employee who is to receive the donation will be noted on the form.
2. An employee may not transfer ESLB hours to another employee under any circumstances.
3. Names of donors will not be revealed to the recipient, if so requested by the donor.
4. The Human Resources Department will track donations and use them on a "first received" basis. PTO can only be donated when all accrued leave of the recipient has been exhausted. Each pay period, an amount of PTO will be transferred to cover the recipient's unpaid hours.

5. The number of hours donated (not the dollar value) will be subtracted from the accrued balances of the donor and those hours will be credited to the PTO balance of the recipient.
6. Any leave donations used by the recipient become the property of the recipient and are not refundable to the donor.
7. An employee must maintain a minimum balance of 40 hours of PTO when donating leave.
8. All transfers must be in increments of one (1) hour.
9. An employee may use donated leave up to 180 days from the first day missed due to the catastrophic medical event. Due to the death of a spouse, child or parent, the recipient may use donated leave up to 30 days from the first day missed due to the death.
10. Donations may be made retroactively, but not more than 60 days retroactively.
11. Once the employee returns to work, or is no longer eligible for donated leave, any remaining unused donation forms will be returned to the donors without any leave deductions occurring.

14.10 Continuation of Benefits: To the extent that the employee makes use of PTO or ESLB, as provided herein, the employee shall not suffer any loss of seniority or other fringe benefits as provided by County employment. For any paid leaves of absence, the employer will continue to pay its contribution towards insurance. It shall be the responsibility of the employee to make full payment on any insurance components during any unpaid leave of absence beyond thirty calendar days, except as provided for in the Family and Medical Leave Act Policy.

14.11 Longevity Benefit: Those employees who have reached the maximum of their pay grade, or will reach the maximum of their pay grade on their anniversary date, may receive a longevity benefit of additional PTO. Based on performance criteria used in the performance evaluation (same as for a merit increase), the Department Head may grant up to 16 hours of additional PTO (or up to 24 hours of additional PTO for employees with 20 or more years uninterrupted service with Sherburne County). The amount for part-time employees shall be prorated.

Those employees whose salary is less than 2.4% below the maximum of the pay grade are eligible to receive a combination of a salary increase and hours of PTO. The additional PTO hours shall be determined by calculating the difference between the annual amount of a 2.4% merit increase (had the employee not reached the maximum of the pay grade) and the annual amount of the merit increase the employee did receive. This difference is then divided by the hourly maximum wage of the pay grade to calculate the additional PTO hours. The cap of 16 hours of additional PTO (or 24 hours of additional PTO hours for employees with 20 or more years of uninterrupted service) shall apply.



Denial of all or part of the longevity benefit based on the performance evaluation shall not be subject to the grievance procedure. The PTO longevity benefit may be used as time off, or all or part may be cashed out with the December PTO cash-out, at the choice of the employee.

ARTICLE 15  
SEVERANCE PAY

- 15.1 Permanent employees who leave the County service by retirement, death or resignation in good standing shall receive severance pay as set forth in Section 14.6 and Section 14.7. In addition, employees shall be eligible for the Retirement Longevity Pay Plan as set forth in Section 10.2 of the Sherburne County Personnel Rules and Policies. Termination pay of a deceased employee shall be paid to the employee's estate. The rate of pay to be used in computing severance pay shall be that salary rate existing for the employee at the time of termination. A thirty (30) day resignation notice is required to resign in good standing for employees hired after January 1, 2019. Employees hired prior to January 1, 2019 shall give notice at least fourteen (14) days before leaving to resign in good standing. The notice requirement may be waived in unusual circumstances only with the approval of both the County Attorney and the Human Resources Director.
- 15.2 With supervisory approval, employees may use PTO or ESLB between the time of notice of termination and actual termination date. The last day actually worked shall be the date of termination.

ARTICLE 16  
GOVERNMENT CENTER CLOSINGS

- 16.1 In the case of any employee who is unable to come to work due to a weather related emergency and that employee has no PTO or comp time, every reasonable effort will be made to allow that employee to work additional hours at straight time during the pay period to compensate for the time off. Any schedule adjustments must be approved by the supervisor. If the Government Center is closed by order of County Administration or the County Sheriff and employees are denied entrance, then any lost work time shall be compensated with no deduction of benefit accruals.

ARTICLE 17  
INSURANCE

17.1 The employer agrees to enroll each employee who is regularly scheduled to work 30 or more hours per week into a health insurance plan as established from time to time by the employer after acceptance of bids and in consultation with the labor/management Health Insurance Committee.

17.2 For 2022, 2023, and 2024:

The County has established a base medical plan upon which the contributions will be determined. This amount will be pro-rated for eligible part-time employees regularly scheduled for 30 to 39 hours per week.

- The contribution for 2022 will be equal to the 2021 contribution plus the dollar amount of premium increase to the \$3,000 deductible plan for single insurance. The contribution for 2023 will be equal to the 2022 contribution plus the dollar amount of premium increase to the \$3,000 deductible plan for single insurance. The contribution for 2024 will be equal to the 2023 contribution plus the dollar amount of premium increase to the \$3,000 deductible plan for single insurance.
- For all other tiers, the contribution for 2022 will be equal to the 2021 contribution plus the dollar amount equal to 50% of the premium increase to the \$3,000 deductible plan. The contribution for 2023 will be equal to the 2022 contribution plus the dollar amount equal to 50% of the premium increase to the \$3,000 deductible plan. The contribution for 2024 will be equal to the 2023 contribution plus the dollar amount equal to 50% of the premium increase to the \$3,000 deductible plan.
- The HRA contributions will be \$1,860 annually for single insurance. For all other tiers, the HRA contributions will be \$3,360 annually. If an employee elects a high deductible plan compatible with an HSA, an annual amount of \$360 will be contributed into an HSA.
- In those situations where an employee would have been provided cashback (under the previous cafeteria benefit plan model), these dollars will now be placed into an HRA or HSA (depending on health insurance plan chosen by the employee).

17.3 If, during the period of January 1, 2022 through December 31, 2024, any other

employee group is provided a level of county contribution that exceeds that set forth herein, the employees covered by this Agreement shall receive the higher level effective the same date.

- 17.4 The Employer agrees to allow each eligible employee to enroll his/her eligible dependents into the various benefit plans offered under the terms and conditions established by the separate plan provider contracts and as required by existing state and federal law.
- 17.5 Effective 2020, the employer agrees to provide each employee with a Life Insurance Policy of \$25,000.
- 17.6 The Employer agrees to allow employees to enroll their eligible dependents in the Life Insurance Plan at the cost of the employee.
- 17.7 The Employer will provide employees with the opportunity to pre-tax their salary under all options allowed in Section 125 of the Federal Tax Code.
- 17.8 RETIREE CONTUATION COVERAGE: Pursuant to M.S. 471.61 subd.2b former employees and their dependents who meet the criteria set forth in the statute will be provided continuation coverage at their expense. Pursuant to M.S. 62A.20 any spouse and dependent so covered may continue coverage at their expense pursuant to the terms of the statute when the ex-employee becomes enrolled in Medicare.
- 17.9 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

ARTICLE 18  
POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

- 18.1 Effective January 1, 2005, a post employment health care savings plan shall be implemented and administered by the Minnesota State Retirement System (MSRS) for members of this bargaining unit. The plan will be established pursuant to Minnesota Statute 352.98 and shall be administered as provided by law. This plan allows the members of the bargaining unit to place funds on a pre-tax basis into the plan to pay medical expenses and/or health insurance premiums after separation from employment with Sherburne County. Members will be able to choose among several different investment options as provided for by the State

Board of Investment. Assets in the plan shall accumulate tax-free.

18.2 The members of this bargaining unit shall all participate in this plan until such time the policy is amended or repealed. Any amendment to this policy is subject to the approval of the health care plan administrator. This plan is subject to fees, regulations and conditions established by the plan administrator, the Minnesota State Retirement System.

18.3 The funding of the plan shall be contributions from the bargaining unit members as follows:

1) On termination of employment, members with twenty (20) or more years longevity as Sherburne County employees shall place 100% of any Extended Sick Leave Bank (ESLB) severance payment into the fund.

2) On termination of employment, members with twenty (20) or more years longevity as Sherburne County employees shall place 100% of any Paid Time Off (PTO) severance payment into the fund.

3) On termination of employment, members with twenty (20) or more years longevity as Sherburne County employees shall place 100% of any Retirement Longevity Pay severance payment into the fund.

4) Annually, the value of any Paid Time Off (PTO) benefit accruals in excess of seven hundred (700) hours shall be placed into the fund. The value will be determined by taking the total unused PTO hours accrued as of December 31 of each year, subtracting 700 hours, and multiplying the product by the employee's hourly rate as of December 31 of that year.

ARTICLE 19  
HOLIDAYS

19.1 Employees shall be entitled to compensated time off for designated holidays provided the employee is on compensated status the last work day preceding the holiday or the first work day following the holiday.

19.2 Designated holidays are as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
*Christmas Eve	December 24
Christmas Day	December 25

\* For years when Christmas Eve falls on a Friday, Saturday or Sunday, Christmas Eve shall be an 8-hour floating holiday to be used in that calendar year. This 8-hour floating holiday can be utilized for any purpose, subject only to necessary request and approval procedures consistent with department policy and this labor agreement.

In the event an employee is required to or chooses to work on Christmas Eve on a Monday, Tuesday, Wednesday or Thursday, that employee shall earn hour-for-hour compensatory time for actual hours worked. The use of this compensatory time shall be taken within 60 days of Christmas Eve.

19.3 When a holiday as designated in this Article falls on Sunday, the following day (Monday) shall be considered the official holiday for employees, or when such holidays fall on Saturday, the preceding day (Friday) shall be considered the official holiday for employees.

19.4 Holidays which occur within an employee's approved and compensated PTO or Extended Sick Leave period will not be chargeable to the employee's PTO or Extended Sick Leave time.

ARTICLE 20  
PART-TIME EMPLOYEES

20.1 Part-time employees scheduled to work a minimum of twenty (20) hours per week shall earn pro-rata fringe benefits for PTO and holidays consistent with their approved schedule compared to a full time schedule. Part-time employees shall be covered by County insurance and eligible for pro-rated cafeteria plan contribution only if regularly scheduled at least thirty (30) hours per week.

ARTICLE 21  
REIMBURSEMENT

21.1 Reimbursement for mileage for the use of a personal automobile in the conduct of employment shall be at the rate established by County Board action for the majority of other County employees.

21.2 Reimbursement for meals and lodging shall be on the basis of reasonable cost for employment responsibilities outside the County and at rates established annually

by County Board action, unless otherwise authorized by the Employer. Receipts for actual expenses may be required.

- 21.3 The employer shall pay the registration fee for fifteen (15) Continuing Legal Education (CLE) credits per year upon prior approval of course attendance by the Supervisor. Reimbursement will be made only for CLE's which are relevant to the position held by the employee. Additional education or training may be funded by the employer at the sole discretion of the employer. Decisions regarding funding of training in excess of the required 15 annual CLE credits shall not be grievable.
- 21.4 Reimbursement will be made for the annual cost of renewal of the required Minnesota Attorney License.

ARTICLE 22  
LEAVES OF ABSENCE

- 22.1 Accrual of the PTO benefit shall continue during the period of any leave of absence with pay. If an employee is granted leave without pay, PTO will not accrue except for circumstances set forth in Section 14.2.
- 22.2 A regular employee who, because of illness or injury, has exhausted all accrued compensated leave benefits may be granted a medical leave of absence without pay but not to exceed six (6) months. An employee requesting a medical leave without pay shall be required to furnish evidence of disability to the Employer which shall also indicate whether or not it can be expected that the employee will return to full time employment and an anticipated date for such return. In the event that medical evidence indicates that the employee will not be able to return, a medical leave of absence requested or previously granted may be cancelled effective upon the receipt of such notification. An employee on medical leave of absence shall be eligible to continue group insurance coverage by paying all premiums therefore and may extend such group coverage pursuant COBRA law requirements.
- 22.3 An employee who is a natural or adoptive parent may request an unpaid leave of absence in conjunction with the birth or adoption of a child. The length of the unpaid leave shall not exceed twelve (12) weeks under law. A leave of absence longer than the state or federal requirements for parenting leave of up to six (6) months shall be approved by the County Board. To the extent possible, the employee must request the parenting leave at least thirty (30) days prior to the beginning of the leave. The leave may begin not more than six (6) weeks after the birth or adoption except in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Health insurance coverage shall remain available to the

employee while on the parenting leave of absence, however, the employee shall reimburse the Employer for their costs of the insurance in advance of the month for which the employee desires to be covered. While on approved Family and Medical Leave Act leave, the Employer shall provide health insurance coverage to the employee for the duration of the FMLA leave at the level and under the conditions of coverage that would have been provided if the employee had continued in employment for the duration of such FMLA leave. However, the Employer may recover any health insurance premium paid by the Employer during the FMLA leave if the employee fails to return from leave for a reason other than a serious health condition or circumstances beyond the control of the employee.

- 22.4 Employees shall be entitled to military leave of absence in accordance with the requirements and provisions of State and Federal laws.
- 22.5 Employees shall be granted a leave with pay for jury duty provided that any payment received other than mileage shall be reimbursed to the County, and if the employee is excused from active jury duty during working hours he/she shall be required to return to work.
- 22.6 If necessary, employees shall be granted leave with pay for the purposes of voting provided prior arrangements have been made with his/her supervisor.
- 22.7 Personal leave, without compensation, up to one (1) year may be granted to an employee for any reasonable purpose. Employees shall submit a written request for personal leave to the department head, who will then proceed according to the procedures set forth in the Sherburne County Personnel Rules and Policies.  
  
Criteria for granting a personal leave shall include the question of efficiency of the departmental operation, the nature of the request and the availability of replacement personnel. Upon return from personal leave, the employee shall be assigned to the position previously held or a position in a comparable class if available. If a personal leave request is denied, the reasons for denial shall be stated in writing. Denial of a personal leave request shall not be grievable.
- 22.8 Effective January 1, 2022, employees shall be eligible for paid parental leave, consistent with the terms of section 7.4.4.1 of the County's Personnel Policies.

ARTICLE 23  
PAY PLAN

The pay plan effective for the duration of this Agreement is set forth in the attached APPENDIX A and hereby made a part of this Agreement.

ARTICLE 24  
TERMS OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from January 1, 2022, through December 31, 2024 and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing by September 1 prior to the anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this  
8<sup>th</sup> day of April, 2022.

For: American Federation of State, County  
And Municipal Employees, AFL-CIO  
Minnesota Council 65

For: SHERBURNE COUNTY

DocuSigned by:  
*Sheila Pokorny*  
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Business Agent

DocuSigned by:  
*Barbara Burandt*  
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Chairperson, County Board

DocuSigned by:  
*Jennifer S. Pim*  
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Steward

DocuSigned by:  
*Kathleen Heaney*  
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County Attorney

DocuSigned by:  
*Tracy Harris*  
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DocuSigned by:  
*B. A. Masseet*  
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County Administrator

DocuSigned by:  
*Tammy Bigelow*  
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Human Resources Director



SHERBURNE COUNTY

ASSISTANT COUNTY ATTORNEY UNIT  
2022 – 2024 LABOR AGREEMENT  
APPENDIX A

The parties have agreed to implementation of the Compensation System, as indicated in this APPENDIX A, as follows:

A. Effective January 1, 2022 each employee shall receive an increase of 2.5% above ending 2021 rates.

Effective January 1, 2023 each employee shall receive an increase of 2.5% above ending 2022 rates.

Effective January 1, 2024 each employee shall receive an increase of 2.5% above ending 2023 rates.

Should any other organized bargaining unit reach settlement for a general salary increase in calendar years 2022, 2023 or 2024 that exceeds that set forth herein, the employees covered by this Agreement shall receive the same percentage increase effective the same date. This “me too” provision shall expire with the current term and not be automatically renewed in successor Agreement(s). This provision does not apply to any interest arbitration awarded to other bargaining units.

**ASSISTANT COUNTY ATTORNEY I**

**Grade 17**

<u>Year</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
2022	\$39.16	\$49.35	\$54.83
2023	\$40.53	\$51.08	\$56.75
2024	\$41.95	\$52.87	\$58.74

**ASSISTANT COUNTY ATTORNEY II**

**Grade 18**

<u>Year</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
2022	\$41.91	\$52.80	\$58.67

2023	\$43.38	\$54.65	\$60.72
2024	\$44.90	\$56.57	\$62.85

### **ASSISTANT COUNTY ATTORNEY III**

#### **Grade 20**

<u>Year</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
2022	\$47.98	\$60.45	\$67.17
2023	\$49.66	\$62.57	\$69.52
2024	\$51.40	\$64.76	\$71.95

- B. For the purpose of merit increase in salary, employees shall be eligible as follows:

The eligibility date for merit increase shall be the current “anniversary date” as set forth in Appendix B. The eligibility date for merit increases for employees will recur on the same date each year, except, the date may be adjusted for any period of unpaid leave of absence exceeding 40 hours, except approved FMLA leave of absence or military leave. Utilization of the Purchased PTO Program shall not adjust the anniversary date. For full time employees hired after the ratification date of this Agreement, the eligibility date for merit increases shall be the hire month and day.

- C. Effective the individual eligibility date, each employee below Job Rate is eligible, based on satisfactory evaluation, for a four and three-tenths percent (4.3%) pay increase. No award shall result in placement above Range Maximum.
- D. Effective the individual eligibility date, each employee at or above Job Rate is eligible, based on satisfactory evaluation, for a two and four-tenths percent (2.4%) pay increase. No award shall result in placement above Range Maximum.
- E. Employees hired at the minimum of the pay range are eligible for a merit increase of up to 4.3% after their first six months of employment. Subsequent range movement will be on the anniversary date and then every twelve months thereafter in accordance with paragraph B.
- F. If a merit increase is withheld in either year of this Agreement as a result of the employee's performance evaluation, an individual employee development plan will be developed for the employee by the supervisor. The supervisor shall discuss the development plan with the employee and consider any employee comments on the plan. The employee's performance and progress with the requirements of the development plan will be reviewed and discussed with the employee on a monthly basis for up to six

months and written reviews will be provided after three months and six months. The employee will be eligible for the withheld merit increase effective as of the date of the review which indicates satisfactorily meeting the performance requirements of the plan. Said increases will not be retroactive and will not be considered after six months from the original eligibility date. Withholding of merit increases shall not be subject to the grievance procedure.

- G. The experience requirements for placement in Attorney I, II, and III classifications are as listed below. The County Attorney has sole discretion in determining what constitutes “directly related employment experience” as a classification minimum requirement.

Assistant County Attorney I – a) Initial hire; or b) Between zero and three years directly related employment experience.

Assistant County Attorney II – a) Three years’ experience as a Sherburne County Assistant County Attorney I; or b) Between three and seven years directly related employment experience.

Assistant County Attorney III – a) Four years experience as a Sherburne County Assistant County Attorney II; or b) Seven or more years of directly related employment experience.

An employee who acquires the necessary experience to qualify for promotion to Assistant County Attorney II or III shall be promoted upon recommendation of the County Attorney and such recommendation shall not be unreasonably withheld. The effective date of any promotion shall be determined by the County Attorney.

Upon promotion, a six month promotion probation period in the new position shall be served. Based upon documented deficiencies in a performance evaluation, the promotion may be revoked at any time prior to completion of the probation period. In such case, the employee will be returned to the classification placement in existence prior to the promotion.

Effective the date of promotion, an employee shall receive a 4% salary increase or be brought to the minimum of the pay grade to which promoted, whichever is higher. A promotion does not affect eligibility date for a merit increase.

ASSISTANT COUNTY ATTORNEY UNIT  
2022-2024 LABOR AGREEMENT  
APPENDIX B

**ANNUAL ANNIVERSARY DATES**  
**In accordance with terms of Appendix A**

<u>Employee</u>	<u>Anniversary Date</u>
Leah Emmans	May 13
Victoria Powell	June 10
Erin O'Toole-Tomczik	July 22
Tracy Harris	March 6
Jennifer Pim	February 6
Dawn Nyhus	February 13
Timothy Sime	May 24
Daniel Rehlander	February 26
Roger Fellows	November 28
George Kennedy	June 26
Hans Larson	September 4
Nathan Benusa	November 13
Elisabeth Spilde	July 26
Jennifer Clements	November 1

Salary merit adjustments shall be made in accordance with the terms of Appendix A.

SHERBURNE COUNTY  
ASSISTANT COUNTY ATTORNEY UNIT  
2022 -2024 LABOR AGREEMENT  
APPENDIX C

## **Policy Prohibiting Harassment, Offensive Conduct and Violence**

### **Policy**

It is the policy of the County to ensure that the work place is free from offensive conduct, harassment and violence. It shall be a violation of this policy for any employee, agent, officer, commissioner or other elected official of the county to engage in offensive, violent or harassing written, verbal or physical conduct of a sexual nature or regarding race, national origin, gender, religion, disability, age, status with regard to public assistance, marital status, sexual orientation, or for any other reason or for no reason towards any County employee, officer, agent, or member of the public anywhere County work is performed. Violations of this policy will be considered just cause for disciplinary action, up to and including termination.

### **Purpose**

This policy statement is intended to make all employees and County officials sensitive to the matter of sexual harassment, offensive conduct and violence; to express the County's prohibition against these behaviors; to advise employees and officials of their behavioral obligations, and to inform employees and officials of their Equal Employment Opportunity rights.

### **Definitions**

a) Sexual/Gender Based Offensive Conduct or Harassment

Sexual/Gender based offensive conduct or harassment includes unwelcome physical, written or verbal conduct relating to an individual's gender or directed at an individual because of gender; unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal, written or physical conduct or communication of a sexual or gender biased nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, public services or public accommodations.
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public services or public accommodations; or

3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or use of public services or public accommodations or creating an intimidating, hostile or offensive employment, public service or public accommodation environment; and in the case of employment, the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

b) Other Offensive Conduct, Harassment or Bias

Offensive conduct, harassment or bias directed at an individual because of race, national origin, religion, disability, age, marital status, status with regard to public assistance, or sexual orientation when:

1. submission to conduct or communications of a derogatory, harassing or biased nature based on race, national origin, religion, disability, age, marital status, status with regard to public assistance, or sexual orientation is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining or retaining access to public services or public accommodations;
2. submission to or rejection of conduct or communication of a derogatory, harassing or biased nature, based on race, national origin, religion, disability, age, marital status, status with regard to public assistance, or sexual orientation by an individual is used as a factor in decisions affecting that individual's employment or access to public services or public accommodations; or
3. the conduct or communication of a derogatory, harassing or biased nature based on race, national origin, religion, disability, age, marital status, status with regard to public assistance, or sexual orientation has the purpose or effect of substantially interfering with an individual's employment or use of public services/accommodations or creating an intimidating, hostile or offensive employment or public service/accommodation environment.

c) Prohibited Violent Conduct

Violence is a physical act of aggression, assault or force or the threat thereof upon another. Violence or the threat of violence because of, or in a manner related to, race, national origin, gender, religion, disability, age, marital status, status with regard to public assistance, or sexual orientation to any degree is prohibited. Additionally, any violence or threat of violence for any reason (except defense of self or another, or, in the case of law enforcement and correctional staff, force as authorized by Department Policy) is expressly prohibited. This policy sets a zero tolerance for violence in any form and for any reason (except as noted above) is prohibited and will not be tolerated in the workplace.

## **Reporting**

Any person who believe that he or she is being subjected to any offensive conduct, harassment, or violence shall, as soon as practicable, notify an appropriate supervisor, member of the Peer Committee, human resource director, or county attorney and state the nature of the offensive conduct, harassment or violence. The employee is also strongly urged to take the following steps:

- 1) Make it clear to the person engaging in prohibited behavior that the conduct is unwelcome and document that communication.
- 2) Document the occurrences of prohibited behavior.
- 3) Submit the documented complaint to their department head.
- 4) Document any reprisals as a result of the complaint.

Any supervisory employee receiving a formal or informal report of behavior prohibited under this policy shall inform the department head immediately without screening or investigating the report, unless the department head is involved in the alleged harassment, offensive conduct or violence. In the event that the department head is involved, the report shall be made directly to either the human resources director or the county attorney. Failure of a supervisory employee to forward such a report to the appropriate party shall be grounds for discipline, up to and including termination.

## **Investigation**

The County will process complaints made under this policy as discreetly as possible, consistent with the County's legal obligations and the necessity to investigate allegations of discriminatory harassment or violence and take disciplinary action as appropriate when the conduct has occurred.

Department Heads are required to report all alleged violations of this policy to the human resources director, unless that individual is involved in the complaint. In that case, the report shall be made to either the county attorney or the county administrator. Investigation of reports may be conducted by County officials, or in some cases if authorized by the county attorney or county administrator, the investigation may be conducted by a third party designated by the County.

The investigation may consist of interviews with the complainant, the person(s) against whom the complaint is filed, and others who may have knowledge of the circumstances giving rise to the complaint. Other methods and documents deemed pertinent by the investigator may also be considered. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

The County may take immediate steps, at its discretion, to protect the complainant, other employees, or members of the public pending completion of the investigation. These steps may include suspension with pay of the employee(s) against whom the complaint is filed during the period of investigation.

The investigator shall make a written report which shall be filed in the office of the human resources director (or county attorney if the human resources director is involved in the complaint). The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

### **County Action**

The County will take action as appropriate based on the results of the investigation. Because of the inherent difficulties in developing evidence and maintaining close working relationships among employees in instances in which harassment, offensive conduct or violence have occurred, the County urges that conduct which is viewed as offensive be reported immediately in order that corrective action may be taken through education and initial counseling. The county is required to prevent and correct unlawful behavior in a manner which does not abridge the rights of the accused. The County will, in all cases, operate to correct any reported violations of this policy to the extent that evidence is available to verify the fact of the prohibited behavior or any retaliation.

### **Reprisal**

Employees have the right to raise the issue of violations of this policy and to file complaints without reprisal. The County will discipline or take appropriate action against any employee, officer, commissioner, agent or other official who retaliates against any person who reports alleged harassment, offensive conduct or violence under this policy or any person who testifies, assists or participates in an investigation.

### **Discipline**

Any county action taken against an individual pursuant to this policy shall be consistent with the requirements of:

- 1) Applicable collective bargaining agreements;
- 2) County policies; and
- 3) State and Federal Law.

The County will take such disciplinary action it deems necessary and appropriate, including warning, suspension, immediate discharge or other appropriate action to end discriminatory harassment and violence and prevent its recurrence.